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4 BILL NO. S-76-11- 26

5 SPECIAL ORDINANCE NO. S-215-76

6 AN ORDINANCE approving a contract with
7 Macke Development Corp., for construct-
ion of a sanitary sewer.

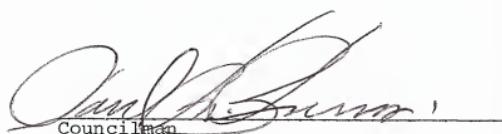
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated October 25, 1976,
11 between the City of Fort Wayne, by and through its Mayor and
12 the Board of Public Works and Macke Development Corp., for:

13 WHEREAS, the Developer desires to construct
14 a sanitary sewer described as follows;
15 Beginning at a proposed manhole located 5
16 feet West and 7 feet North of the South-
17 east corner of Lot # 505 in Pine Valley
18 Country Club, Eighth Addition, Allen County,
Indiana; thence Easterly along the North right-
of-way line of Ransom Drive a distance of
1200 feet to a point 7 feet North of the South-
east corner of Lot # 520 in said Addition,

19 of which the developer shall pay the entire cost and expense of
20 the construction of said sewer, all as more particularly set
21 forth in said contract which is on file in the Office of the
22 Board of Public Works and is by reference incorporated herein,
23 made a part hereof and is hereby in all things ratified, confirmed
24 and approved.

25 SECTION 2. This Ordinance shall be in full force and
26 effect from and after its passage and approval by the Mayor.

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34 APPROVED AS TO FORM
35 AND LEGAL


M. J. D. ATTORNEY

Read the first time in full and on motion by Burns, seconded by
Hinga, and duly adopted, read the second time by title and referred
to the Committee on City Utilities (and the City Plan Commission for
recommendation) and Public Hearing to be held after due legal notice, at the Council
Chambers, City County Building, Fort Wayne, Indiana, on _____, the day
of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 11-23-76

Charles W. Ulrichman
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~EAST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BURNS</u>	<u>/</u>				
<u>HINGA</u>	<u>/</u>				
<u>HUNTER</u>	<u>/</u>				
<u>MOSES</u>	<u>/</u>				
<u>NUCKOLS</u>	<u>/</u>				
<u>SCHMIDT, D.</u>	<u>/</u>				
<u>SCHIMDT, V.</u>	<u>/</u>				
<u>STIER</u>	<u>/</u>				
<u>TALARICO</u>	<u>/</u>				

DATE: 12-14-76

Charles W. Ulrichman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 215-76 on the 14th day of Dec, 1976.
ATTEST: Charles W. Ulrichman James Stier
(SEAL)

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th
day of December, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Ulrichman
CITY CLERK

Approved and signed by me this 15th day of December, 1976,
at the hour of 2:00 o'clock M. E.S.T.

Robert E. Cramblong
MAYOR

Bill No. S-76-11-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Macke Development Corp., for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

DATE 12-14-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

63-338-24
10/25/76

AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT made in triplicate this 25 day of October 1976,
by and between Macke Development Corp., hereinafter referred to as "Developer"
and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, herein-
after referred to as "City"

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows; Beginning at a proposed manhole located 5 feet West and 7 feet North of the Southeast corner of Lot # 505 in Pine Valley Country Club, Eighth Addition, Allen County, Indiana; thence Easterly along the North right-of-way line of Ransom Drive a distance of 1200 feet to a point 7 feet North of the Southeast corner of Lot # 520 in said Addition.

All sewers shall consist of 1200 L.F. of 8-inch V.C.P.
in accordance with the plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief W.P.C. Engineer of the City Utilities of the City, and known as Pine Valley Country Club, Eighth Addition, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$ 12,000.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the City,

under private contract to be let within (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost of and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the City will serve the following described real estate:

Pine Valley Country Club, Eighth Addition, a subdivision in the South One-Half of the Northeast One-Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana.

As Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate of the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

An area connection charge of \$ 475.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line in providing service to Pine Valley Country Club, Eighth Addition; said sewer being the St. Joe Interceptor.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one(1) year from the date of final acceptance of said by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for the disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized

ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by an grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connects into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its rights to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statues Ann., 1968 Supple., Sections 48-3963,3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outline herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respect subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety(90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

BY: Elmer J. Bracke Pres.
Bracke Development Corp.

CITY OF FORT WAYNE, INDIANA:

BY: Robert Armstrong
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS:

BY: Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

BY: Max G. Scott
Max G. Scott, Member

BY: Ethe1 A. LaMar
Ethe1 A. LaMar, Member

ATTEST:

Ursula Miller
Clerk

Approved as to form and legality:

Kerry D. Dickmeyer
Associate City Attorney

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Max G. Scott and Ethel A LaMar, members of the Board of Public Works; Ursala Miller, Clerk of the Board of Public Works; and William N. Salin, City Attorney, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal, this 25th day of October, 1976

My commission expires:

3/6/80

Anne J. Toff
Notary Public

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for the said county and State, personally appeared Elmer H. Macke, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 4th day of October, 1976.

My commission expires:

Feb 26, 1980

Helen L. Woodring
Notary Public

3415 TITLE OF ORDINANCE SPECIAL ORDINANCE Sewer Extension Agreement - Macke Development
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-76-11-26

SYNOPSIS OF ORDINANCE Sewer Extension Agreement with Macke Development Corporation

allows for extension of sanitary sewer to serve Pine Valley Country Club, Eighth
Addition.

Developer will pay all construction, engineering and inspection costs plus
area connection charges and tap-in fees.

EFFECT OF PASSAGE Sewer service to customers outside City with sewer revenue to
Utility

EFFECT OF NON-PASSAGE Failure to provide sanitary sewers where possible and at
no cost to the City

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Revenue to City Utility

ASSIGNED TO COMMITTEE City Plat gr.